

**AFFIDAVIT FOR FILING DEDICATORY INSTRUMENTS**

STATE OF TEXAS §  
§  
COUNTY OF HARRIS §

**KNOW ALL BY THESE PRESENT:**

WHEREAS section 202.006 of the Texas Property Code requires that a property owners' association file its dedicatory instruments in the real property records of the county in which the property is located, and

WHEREAS the Fall Creek Homeowners Association, Inc. is a property owners' association as the term is defined in the Texas Property Code and has property located in Harris County, Texas,

NOW THEREFORE, true copies of the following dedicatory instruments of the Fall Creek Homeowners Association, Inc. which have not been previously filed in the public records of Harris County are attached hereto, including:

- *Violation Enforcement Procedure*
- *Uncurable Violation Enforcement Procedure*
- *Self-Help and Forced Maintenance Enforcement Procedure*

FURTHER, other dedicatory instruments of the Fall Creek Homeowners Association, Inc. have already been filed in the public records of Harris County as these documents supplement the previously filed documents.

SIGNED on this the 20 day of June, 2022.

Fall Creek Homeowners Association, Inc.

By: Spectrum Association Management, L.P.

By: Shelby Welch  
Shelby Welch  
Spectrum Association Management, L.P.  
Managing Agent

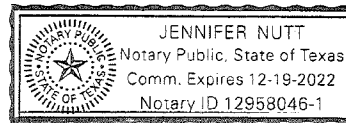
State of Texas §

County of Bexar §

This Instrument was acknowledged and signed before me on 20, June, 2022 by Shelby Welch, representative of Spectrum Association Management, the Managing Agent for Fall Creek Homeowners Association, Inc., on behalf of said association.

Jennifer Nutt  
Notary Public, State of Texas

After Recording Return To:  
Spectrum Association Management  
Attn: Transitions  
17319 San Pedro, #318  
San Antonio, TX 78232



RP-2022-320024

**Violation Enforcement Resolution for the  
Fall Creek Homeowners Association, Inc.**

STATE OF TEXAS                    §  
   §  
COUNTY OF HARRIS            §

Pursuant to the Bylaws of the Fall Creek Homeowners Association, Inc. and the Declaration of Protective Covenants, the Directors of the Fall Creek Homeowners Association, Inc., a Texas non-profit corporation (referred to as "Association"), adopt the following resolution:

RE:    Violation Enforcement Resolution

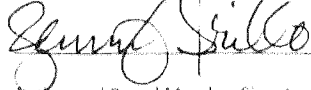
WHEREAS:

1. The Board of Directors is empowered to enforce the covenants, conditions and restrictions of the Covenants, Bylaws and any rules and regulations of the Association
2. It is the Board's duty to use its best efforts to assure that said enforcement occurs
3. The Board desires to provide a current, comprehensive list of restrictions, rules, regulations, and architectural control guidelines that apply to all owners in the Association
4. The Board of Directors may promulgate, modify, or delete use restrictions and rules and regulations applicable to all of the units and lots
5. The Board desires to record a summary of restrictions, rules, regulations, and architectural control guidelines in county record for access by all current and future owners

BE RESOLVED THAT:

1. The Board of Directors hereby adopts this Violation Enforcement Policy to establish equitable policies for the Association in compliance with the Chapter 209 of the Texas Property Code, titled the "Texas Residential Property Owners Protection Act," as it may be amended (the "Act"). To the extent any provision within this policy is in conflict the Act or any other applicable law, such provision shall be modified to comply with the applicable law.
2. All rules of the Association shall be enforced
3. The Violation Schedule (attached) shall be the Association's policy of enforcement.

EFFECTIVE: JUNE 1, 2022



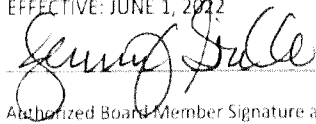
Authorized Board Member Signature and Date

RP-2022-320024

### Violation Enforcement Procedure

Status	Violation Procedure	Action Required
1st Sighting or Report of Violation	Send Courtesy Notice	10 days to correct violation
2nd Sighting / Notice Not Repaired / No application for extension	Send Second Notice with the intent to fine twenty-five (25) dollars if the violation is not resolved within 10 days from the notice (sent certified mail). *After a second notice, any repeated violation within a 6-month period will be immediately fined.	10 days to correct violation
3rd Sighting / Notice Not Repaired / No application for extension	Send Third Notice with notice of applied fine of twenty-five (25) dollars with the intent to fine fifty (50) dollars if the violation is not resolved within 10 days from the notice (sent certified mail).	10 days to correct violation
4th Sighting / Notice Not Repaired / No application for extension	Send Fourth Notice with notice of applied fine of fifty (50) dollars with the intent to fine seventy-five (75) dollars if the violation is not resolved within 10 days from the notice (sent certified mail).	10 days to correct violation
Final Notice	Send Notice of applied fine of seventy-five (75) dollars with the intent to continue to fine one hundred (100) dollars every ten days if the violation remains unresolved. The Board may also escalate the matter to the Association's attorney by sending a final notice that the file will be forwarded to the attorney to correct the violation through the court system in thirty (30) days if the violation is not resolved (sent certified mail).	10 / 30 days to correct violation

EFFECTIVE: JUNE 1, 2022



Authorized Board Member Signature and Date

RP-2022-320024

**General Policy**

If a homeowner contacts management with the intent to correct a violation and asks for an extension, The Board shall grant such extension if it deems the extension reasonable. The decision to grant an extension may be based on violation severity, prior violation history, or other factors that may influence the Board's decision. If the homeowner does not cure the violation after the extension period, the homeowner will be immediately referred to the attorney, or the process will be resumed at the last level of the process.

**Attorney Procedure**

It is the option of the Board of Directors to decide when and if an account goes to the attorney. The decision to escalate an account to the attorney may be based on violation severity, prior violation history, or other factors that may influence the Board's decision. Once an account is turned over to the attorney's office, the attorney will send the homeowner a letter of representation and a demand for compliance with the Association's governing documents. If the homeowner does not respond, the attorney will pursue all available action to cure the violation through the court/legal system. If allowable by law and the Association's Declaration of Covenants, all attorneys' fees/court costs shall be the homeowner's responsibility and shall be charged to the homeowners account and the money due shall be subject to the collection policy. If the amount due is not paid the attorney shall file a notice of lien.

**Other**

This policy may be amended and/or adjusted by the Board of Directors from time to time without notice. Homeowners are advised that they should contact the management company to request the most recent version of this policy if they have a question and/or need assistance in making payment arrangements.

EFFECTIVE: JUNE 1, 2012

  
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Authorized Board Member Signature and Date

RP-2022-320024

Uncurable Violation Enforcement Resolution for  
**Fall Creek Homeowners Association, Inc.**

STATE OF TEXAS                    §  
   §  
COUNTY OF HARRIS            §

Pursuant to the Bylaws of the Fall Creek Homeowners Association, Inc. and the Declaration of Protective Covenants, the Directors of the Fall Creek Homeowners Association, Inc., a Texas non-profit corporation (referred to as "Association"), adopt the following resolution:

RE:    Uncurable Violation Enforcement Resolution

WHEREAS:

1. The Board of Directors is empowered to enforce the covenants, conditions and restrictions of the Covenants, Bylaws and any rules and regulations of the Association.
2. It is the Board's duty to use its best efforts to assure that said enforcement occurs. Uncurable violation is defined as: A violation that has occurred but is not a continuous action or a condition capable of being remedied by affirmative action. The non-repetition of a one-time violation or other violation that is not ongoing is not considered to be an adequate remedy.

BE RESOLVED THAT:

1. The Board of Directors hereby adopts this Uncurable Violation Enforcement Policy to establish equitable policies for the Association in compliance with the Chapter 209 of the Texas Property Code.
2. All rules of the Association shall be enforced
3. The Violation Schedule (attached) shall be the Association's policy of enforcement of Uncurable Violations.
4. All other violations will be governed by the current Violation Enforcement Resolution and are not impacted by this policy.

EFFECTIVE: JUNE 1, 2022

  
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Authorized Board Member Signature and Date

RP-2022-320024

**Uncurable Violation Enforcement Procedure**

<b>Status</b>	<b>Violation Procedure</b>	<b>Action Required</b>
Report / Sighting: Fine of fifty (50) dollars assessed and a fine notice sent (sent certified mail).	Notice of applied fine of fifty (50) and the intent to assess additional fine for any future occurrences.	Owner must not repeat action or condition.

**General Policy**

If a homeowner is in violation of an uncurable violation as defined in this policy, the above table will govern action taken. All other violations will follow the Association Violation Enforcement Resolution. Uncurable violation examples include, but are not limited to, an act constituting a threat to health or safety, a noise violation that is not ongoing, property damage (including the removal or alteration of landscape) and holding a garage sale or other event prohibited by the dedicatory instruments.

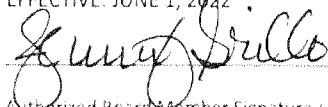
**Attorney Procedure**

The Board, in its best discretion may decide when and if an account is escalated to an attorney or other third party for enforcement. The decision to escalate an account to the attorney may be based on violation severity, prior violation history or other factors that may influence the Board of Director's decision. If allowable by law or the Association's Declaration of Covenants, all attorneys' fees/court costs shall be the homeowner's responsibility and shall be charged to the homeowners account and the money due shall be subject to the Association's ordinary collection procedure or as permissible by law.

**Other**

This policy may be amended and/or adjusted by the Board of Directors from time to time without notice. Homeowners are advised that they should contact the management company to request the most recent version of this policy if they have a question and/or need assistance in making payment arrangements.

EFFECTIVE: JUNE 1, 2022



Authorized Board Member Signature and Date

RP-2022-320024

Self-Help and Forced Maintenance Enforcement Resolution for  
**Fall Creek Homeowners Association, Inc.**

STATE OF TEXAS                    §  
   §  
COUNTY OF HARRIS            §

Pursuant to the Bylaws of the Fall Creek Homeowners Association, Inc. and the Declaration of Protective Covenants, the Directors of the Fall Creek Homeowners Association, Inc., a Texas non-profit corporation (referred to as "Association"), adopt the following resolution:

RE:    Self-Help and Forced Maintenance Enforcement Resolution

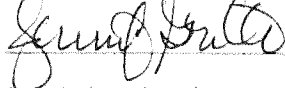
WHEREAS:

1. The Board of Directors is empowered to enforce the covenants, conditions and restrictions of the Covenants, Bylaws and any rules and regulations of the Association.
2. It is the Board's duty to use its best efforts to assure that said enforcement occurs.

BE RESOLVED THAT:

1. The Board of Directors hereby adopts this Self-Help and Forced Maintenance Enforcement Policy to establish equitable policies for the Association in compliance with the Chapter 209 of the Texas Property Code.
2. All rules of the Association shall be enforced
3. The Violation Schedule (attached) shall be the Association's policy of enforcement of Self-Help and Forced Maintenance Violations.
4. All other violations will be governed by the current Violation Enforcement Resolution and are not impacted by this policy.

EFFECTIVE: JUNE 1, 2022



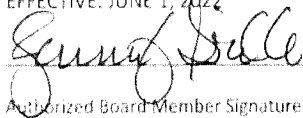
Authorized Board Member Signature and Date

RP-2022-320024

### Self-Help and Forced Maintenance Procedure

Status	Violation Procedure	Action Required
1 <sup>st</sup> Report / Sighting	Send Courtesy Notice  *Courtesy Notices will not be issued for repeated violations within a 6-month period. A violation repeated within 6-months will be immediately escalated to a notice of intent to send a contractor to resolve the violation if not resolved within 10 days.	10 days to correct.
2nd Report / Sighting	Send Second Notice with the intent to send a contractor to resolve the violation if not resolved within 10 days (sent certified mail).	10 days to correct.
3rd Report / Sighting	Schedule Maintenance with contractor with the costs associated with resolving violation to be charged to the owner.	Contractor to cure violation.

EFFECTIVE: JUNE 1, 2022



Authorized Board Member Signature and Date

RP-2022-320024



**General Policy**

If a homeowner contacts management with the intent to correct a violation and asks for an extension, The Board shall grant such extension if it deems the extension reasonable. The decision to grant an extension may be based on violation severity, prior violation history, or other factors that may influence the Board's decision. If the homeowner does not cure the violation after the extension period, the homeowner will be immediately referred to the attorney, or the process will be resumed at the last level of the process.

**Attorney Procedure**

It is the option of the Board of Directors to decide when and if an account goes to the attorney. The decision to escalate an account to the attorney may be based on violation severity, prior violation history, or other factors that may influence the Board's decision. Once an account is turned over to the attorney's office, the attorney will send the homeowner a letter of representation and a demand for compliance with the Association's governing documents. If the homeowner does not respond, the attorney will pursue all available action to cure the violation through the court/legal system. If allowable by law and the Association's Declaration of Covenants, all attorneys' fees/court costs shall be the homeowner's responsibility and shall be charged to the homeowners account and the money due shall be subject to the collection policy. If the amount due is not paid the attorney shall file a notice of lien.

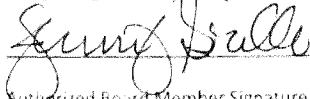
**Self Help and Forced Maintenance Procedure**

In the event of the failure of owner to comply with the above requirements after ten (10) days written notice thereof, the Association or their designated agent may, in addition to any and all remedies, without liability to the owner, builder, or any occupants of the lot in trespass or otherwise, enter upon (and / or authorize one or more others to enter upon) said lot abate or remove, using such force as may be reasonably necessary, any erection, thing, or condition which violates this Declaration, the By-Laws, the rules and regulations, or the use restrictions. Unless an emergency situation exists, the Board shall give the violating Unit or Lot Owner ten (10) days' written notice of its intent to exercise self-help. All costs of self-help, including reasonable attorney's fees actually incurred shall be assessed against the violating Unit or Lot Owner and shall be collected as provided by the collection policy of assessments.

**Other**

This policy may be amended and/or adjusted by the Board of Directors from time to time without notice. Homeowners are advised that they should contact the management company to request the most recent version of this policy if they have a question and/or need assistance in making payment arrangements.

EFFECTIVE: JUNE 1, 2022



Authorized Board Member Signature and Date

RP-2022-320024

RP-2022-320024  
# Pages 10  
06/21/2022 12:30 PM  
e-Filed & e-Recorded in the  
Official Public Records of  
HARRIS COUNTY  
TENESHIA HUDSPETH  
COUNTY CLERK  
Fees \$50.00

RECORDERS MEMORANDUM

This instrument was received and recorded electronically and any blackouts, additions or changes were present at the time the instrument was filed and recorded.

Any provision herein which restricts the sale, rental, or use of the described real property because of color or race is invalid and unenforceable under federal law.

THE STATE OF TEXAS  
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED in the Official Public Records of Real Property of Harris County, Texas.



*Teneshia Hudspeth*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

RP-2022-320024